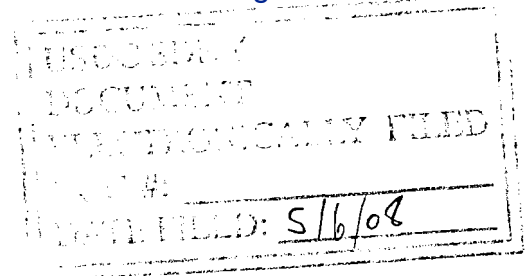


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



RICHARD JONES,

Plaintiff,

**STIPULATION AND ORDER
OF SETTLEMENT AND
DISMISSAL**

-against-

THE CITY OF NEW YORK, et al.,

07 Civ. 7004 (RMB)(DCF)

Defendants.

WHEREAS, plaintiff Richard Jones commenced this action by filing a complaint on or about August 6, 2007, alleging that defendants violated his constitutional rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff has authorized his counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed with prejudice, and without costs, expenses, or fees except as provided for in paragraph "2" below.
2. The City of New York hereby agrees to pay plaintiff the sum of **Three Thousand (\$3,000.00) Dollars** in full satisfaction of all claims, inclusive of claims for costs, expenses and attorneys' fees. In consideration for the

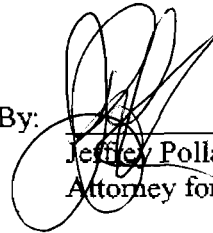
payment of this sum, plaintiff agrees to the dismissal of all claims against the defendants, and to release the defendants and any present or former employees or agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action that were or could have been alleged in this action, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release and An Affidavit of No Liens based on the terms of paragraph 2 above.
4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.
5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.
6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this

Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
February 20, 2008


Jeffrey Pollack, Esq.
Tracie Sundack & Associates, L.L.C.
Attorney for Plaintiff
19 Court Street, 3rd Floor
White Plains, NY 10601

By: 
Jeffrey Pollack (JP 7575)
Attorney for Plaintiff

MICHAEL A. CARDOZO
Corporation Counsel of the City of New York
Attorney for Defendants, City of New York
and Detectives Eugene Stevens and Odenal Irias.
100 Church Street
New York, New York 10007
(212) 788-1194

By: 
Susan M. Halatyn
Senior Counsel

check to close this case
SO ORDERED:


United States District Judge
5/6/08

Richard M. Berenson